


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="text-align: center; font-size: 1.2em; font-weight: bold;"> APR 13, 2004 10:00 AM </div>																												
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. : SOLICITATION : 2187679 FILE NO. : L19035R OPENING DATE : 04/13/04</p> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>=====> VENDOR NAME AND ADDRESS</p> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px;"></div> </div> <div style="margin-top: 20px; text-align: center; font-weight: bold;"> <p>FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</p> </div>		PURCHASING AGENCY NO. : 107001 <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>SEE NO. 8 BELOW. RETURN BID TO</p> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> 2187679 04/13/04 10:00 AM L19035R </div> <p>OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095</p> </div> <div style="margin-top: 10px;"> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td>: LINDA SWAGGERTY</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-9752</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 03/18/04</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 332423</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">EASTERN LA MENTAL HEALTH SYSTEM</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: 30001</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1260754</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 05</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 99046</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> </tr> </table> </div>	BUYER	: LINDA SWAGGERTY	BUYER PHONE	: (225) 342-9752	DATE ISSUED	: 03/18/04	REQ. AGENCY	: 332423	FOLD HERE-->		EASTERN LA MENTAL HEALTH SYSTEM		AGENCY REQ. NO.	: 30001	ISIS REQ. NO.	: 1260754	VENDOR PHONE	:	FISCAL YEAR	: 05	CLASS/SUBCLASS	: 99046	SCHEDULED BEGIN DATE	: 00/00/00	SCHEDULED END DATE	: 00/00/00	T-NUMBER	:
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SECURITY GUARD SERVICES FY 05

TO BE COMPLETED BY VENDOR		
<ol style="list-style-type: none"> 1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT). 		
INSTRUCTIONS TO BIDDERS		
<ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 010DAYS ARO _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. 		
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

3

SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

- 4 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

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VENDOR MUST INSPECT JOB SITE PRIOR TO BIDDING.
IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT
AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS
THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL.
FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

MANDATORY JOBSITE VISIT REQUIRED

WHERE: EASTERN LOUISIANA MENTAL HEALTH SYSTEM
J H TYLER MENTAL HEALTH CENTER
400 ST. JULIEN STREET
LAFAYETTE, LOUISIANA 70506
REGIONAL CONFERENCE ROOM
WHEN: APRIL 6, 2004
TIME: 10:00 A.M.
CONTACT: CONNIE ORTEGO, 337-262-4190

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS
VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING
FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

STATE AGENCY'S NAME

VENDOR'S SIGNATURE

AGENCY'S SIGNATURE

- 6 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 7 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 8 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: EASTERN LA MENTAL HEALTH SYSTEM J H TYLER MENTAL HEALTH CENTER 302 DULLES DRIVE LAFAYETTE , LA 70506				
00001	COMMODITY CODE: 990-46-000000 SECURITY GUARD SERVICES FOR THE ABOVE FACILITY, INCLUDING THE ACUTE CARE PSYCHIATRIC UNIT, FROM 07/01/04 THRU 06/30/05 IN ACCORDANCE WITH ATTACHED SPECIFICATIONS. SERVICE TO INCLUDE ONE UNIFORMED, UNARMED, SECURITY GUARD ON DUTY, 24 HOURS PER DAY, SEVEN DAYS A WEEK AT THE ACUTE CARE PSYCHIATRIC UNIT, AND ONE UNIFORMED, UNARMED, SECURITY GUARD, MONDAY THRU FRIDAY, BETWEEN THE HOURS OF 5:30 A.M. AND 5:30 P.M. AT THE MENTAL HEALTH OUTPATIENT CLINIC. ***** NOTE: SUCCESSFUL BIDDER MUST GUARANTEE THAT ALL SECURITY GUARDS ARE TRAINED IN CPSI (CRISIS PREVENTION AND SUPPORTIVE INTERVENTION) AT THE COST OF THE VENDOR. ALL PERSONNEL SHOULD HAVE SEXUAL HARASSMENT AND HIPPA TRAINING. ALL COSTS FOR TRAINING WILL BE PAID BY VENDOR. UPON AGENCY REQUEST VENDOR WILL PROVIDE PROOF OF TRAINING OF PERSONNEL. ***** SECURITY: REGION IV OFFICE OF MENTAL SERVICES SHALL BE PROVIDED BY UNARMED SECURITY OFFICER PAID \$7.00 PER HOURS OR HIGHER. PROVIDE SECURITY GUARD SERVICE FOR THE TWO (2) UNITS LISTED BELOW: DR. JOSEPH HENRY TYLER, JR. MENTAL HEALTH CENTER (JHTMHC) 400 ST. JULIEN STREET	11784	HOUR		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	<p>LAFAYETTE, LA 70506</p> <p>UNIVERSITY MEDICAL CENTER PSYCHIATRIC UNIT (UMCPU) 400 ST. JULIEN STREET LAFAYETTE, LOUISIANA 70506</p> <p>SERVICES TO BE PROVIDED TO JHTMHC MONDAY THROUGH FRIDAY, EXCLUDING STATE HOLIDAYS (UNLESS REQUESTED BY AGENCY), FROM 5:30 A.M. TO 5:30 P.M. SERVICES TO BE PROVIDED TO UMCPU TWENTY-FOUR (24) HOURS PER DAY, SEVEN (7) DAYS PER WEEK.</p> <p>ALL SECURITY PERSONNEL, EQUIPMENT, UNIFORMS, AND ANY OTHER EQUIPMENT NECESSARY TO PERFORM DUTIES MUST BE PROVIDED BY THE CONTRACTOR. CONTRACTOR MUST FURNISH AND MAINTAIN FOUR (4) TWO-WAY RADIOS (NO CB RADIOS) TO FACILITATE EASY COMMUNICATION BETWEEN OMH PERSONNEL AND SECURITY GUARDS ON DUTY. SECURITY GUARDS SHALL BE DRESSED IN FULL UNIFORM NOT ARMED.</p> <p>SECURITY GUARDS WILL BE REQUIRED TO REMAIN STATIONED AS DESIGNATED BY OMH FACILITY. SECURITY GUARDS MAY BE DIRECTED TO OMH STAFF TO MAINTAIN SURVEILLANCE OF THE PARKING LOT AREA, BUILDING, AND ALL ENTRANCES TO THESE UNITS. AT NO TIME ARE THE GUARDS PERMITTED TO LEAVE THE FACILITY. SECURITY GUARDS MUST PROVIDE ASSISTANCE FOR AUTHORIZED PERSONNEL AGAINST BODILY INJURY AND/OR HARM AND AGAINST THEFT OR VANDALISM TO PROPERTY. GUARDS WILL BE AVAILABLE AS REQUESTED TO CORRECT OR DIRECT PARKING ACTIVITIES.</p> <p>CONTRACTOR AGREES THAT ALL CONTRACTED SECURITY PERSONNEL WILL BE ORIENTED TO AND ARE RESPONSIBLE FOR BEING FAMILIAR WITH AND ADHERING TO AGENCY'S CONTRACTED SECURITY DUTIES AND RESPONSIBILITIES AS OUTLINED IN THIS CONTRACT.</p> <p>CONTRACTOR AGREES TO PROVIDE A WRITTEN SECURITY PERSONNEL SCHEDULE ON A WEEKLY BASIS, WHICH DEPICTS NAMES OF ASSIGNED PERSONNEL AND TIMES OF SHIFTS. ANY DEVIATION FROM THIS SCHEDULE IS TO BE PROMPTLY REPORTED TO THE REGIONAL</p>				

PRICE SHEET

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	<p>MANAGER AND/OR DESIGNEE. CONTRACTOR IS TO COMMUNICATE WITH (REPORT TO, CONSULT WITH, AND/OR ADVISE) ONLY AGENCY PERSONNEL AS INDICATED.</p> <p>SECURITY GUARDS MUST PROMPTLY REPORT TO THE REGIONAL MANAGER AND/OR DESIGNEE ANY THEFT, SUSPICION OF THEFT, INCIDENTS, SUSPICIOUS PEOPLE, ETC. AND FOLLOW UP WITH TWENTY-FOUR (24) HOURS.</p> <p>SECURITY GUARDS WILL BE REQUIRED TO GIVE FULL ATTENTION TO THEIR DUTIES. TARDINESS, READING NEWSPAPERS OR BOOKS, SLEEPING, VISITATION BY FRIENDS OR RELATIVES, IDLE CONVERSATION, USE OF PROFANITY, AND THE USE OF ALCOHOL OR DRUGS WHILE ON DUTY ARE PROHIBITED. SECURITY GUARDS MUST BE PREPARED FOR THE ELEMENTS, INCLUDING COLD, HEAT, RAIN, ETC. IF FOR ANY REASON ANY SECURITY PERSONNEL IS DEEMED UNSUITABLE BY THE AGENCY, THE CONTRACTOR SHALL AGREE TO REPLACE THE PERSONNEL WITHIN 24 HOURS.</p> <p>GOVERNING LAW - THIS AGREEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANY GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>NON-ASSIGNMENT CLAUSE - THE CONTRACTOR SHALL NOT ASSIGN ANY INTEREST IN THIS CONTRACT AND SHALL NOT TRANSFER THE SAME.</p> <p>THE DEPARTMENT OF HEALTH AND HOSPITALS RESERVES THE RIGHT TO AUDIT CONTRACTOR'S RECORDS INCLUDING CERTIFIED PAYROLL RECORDS.</p> <p>PAYMENT OF SERVICES - PAYMENT WILL BE MADE MONTHLY UPON RECEIPT OF INVOICE FROM THE CONTRACTOR WHICH DOCUMENTS THE ACTUAL HOURS OF SERVICES PROVIDED. HOURS WILL BE VERIFIED WITH SIGN-IN SHEETS. SIGN-IN SHEET LOCATION: REGION IV OFFICE OF MENTAL HEALTH 400 ST. JULIEN STREET LA FEYETTE, LOUISIANA 70506</p> <p>SERVICE HOURS ARE APPROXIMATED AND MAY VARY DUE TO HOLIDAYS, OVERTIME, ETC. IN</p>				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
_____ _____	THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED. THE RIGHT IS RESERVED BY THE REGION IV OFFICE OF MENTAL HEALTH TO INCREASE/DECREASE THE AMOUNT AT THE SAME PRICE AS STATED IN THE BID. THE INVOICE SHALL REFLECT THE ACTUAL HOURS WORKED.				

The intent of these specifications is to provide for a complete Security Guard Service Contract.

GENERAL CONDITIONS

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the Eastern Louisiana Mental Health System, J H Tyler Mental Health Center, hereafter referred to as the Agency. The agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility placed at his disposal to be used for purposes other than those specified herein.

CONTRACTOR QUALIFICATIONS

The Contractor must have been an established business having at least three (3) years satisfactory experience in the full time security guard services.

Each bidder should attach an organization profile of their company, however, it must be submitted prior to award. This description is to include but is not limited to the following information:

- 1) The year the company was formed.
- 2) Total number of years of company security experience.
- 3) Total number of security employees employed with the company.
- 4) Total number of businesses and/or comparable facilities under contract for security guard services.
- 5) Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.
- 6) Copy of license issued by the Louisiana State Board of Private Security Examiners.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificate(s) of Insurance prior to contract award.

The Contractor shall not allow any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of any law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for services and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his employees is to be regarded as employees of the agency.

The contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received by the Office of State Purchasing.

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Contract not to exceed thirty-six months.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval from the Office of State Purchasing. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

SECURITY GUARD QUALIFICATIONS

The contractor must provide security guards that meet all of the following minimum qualifications. The state agency reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the contractor.

UNARMED

The security guard must be at least 18 years of age if registered unarmed, or if registered to carry a baton.

ARMED

The guard must be at least 21 years of age if registered armed.

In accordance with Louisiana revised statutes 47:3270-3298, all bidders eligible for award must be licensed by the Louisiana State Board of Private Security Examiners prior to award. Contact the board at 225-272-2310.

Contractor will provide State Purchasing with the names, social security numbers, and addresses of personnel, which our office will confirm with the Louisiana State Board of Private Security for, required training and registration cards of each employee assigned to the contract.

Guards Name _____
Social Security Number _____
Attach Copy of registration Card Yes ___ No ___

Security officers shall have in possession at all time when on duty registration cards issued by the Louisiana State Board of Private Security Examiners.

SECURITY PERSONNEL

It is desirable that security officers have a minimum of three (3) years experience in security service; however, all officers must have a minimum

of one (1) year experience. In all cases, the Agency expects the contractor to assign its best-qualified and performing personnel to this contract. The

Agency shall assume that poorly qualified and poorly performing personnel are failures of the contractor to perform adequately.

Security officers shall wear appropriate uniforms that have been approved by Louisiana State Board of Private Security Examiners that are clean, pressed and well maintained. The contractor must assist his personnel to assure proper alterations, uniform belts, and uniform type shoes. The contractor shall be responsible for furnishing a minimum of two complete seasonal uniforms, which are well maintained, and without rips and frays at no additional expense to the State. The State will not get involved in issues regarding cost/payment of uniforms, belts, etc for guards. Security officers will not appear on position in a combination of uniform and civilian clothing, with torn or frayed uniforms or with hems out of trousers.

Screening Requirements:

Agency has a right to request drug testing at no additional cost to the state for all guards by a certified laboratory according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

The state agency reserves the right to request additional drug screens for security guards for reasonable cause. Any security guard(s) who test positive on any drug screens shall be immediately dismissed.

If at any time a change in personnel is made the contractor must provide the Office of State Purchasing the information on new employee(s) on drug testing, before he may begin work.

The contractor shall be responsible for all cost associated with the drug testing.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

Reporting Requirements:

The contractor must submit monthly shift report/time sheets to the state agency. The contractor must maintain complete and accurate records to substantiate services provided to the state agency. The contractor's records must document a) name of security guard providing service, b) date service provided, and c) time/shift service was provided.

- a. The state agency reserves the right to request additional reports, which contain documented proof the requirements as stated herein is being complied with.

On a periodic basis and/or at the request of the state agency, the contractor shall conduct an examination and review of the security guard's performance while on duty. A written report shall be submitted to the state agency and shall contain the following information regarding the examination and review: a) findings of compliance inspections, b) documented information such as the date, c) security guard's name, and d) comments regarding the security guard's performance.

Staffing Standards

The contractor shall have a paging device or answering service number so that he/she may be contacted by the agency contact 24 hours per day by telephone or pager. All calls must be returned within a two hour period.

Any change in telephone/beeper numbers must be made available to the agency, as well as, State Purchasing within a twenty-four (24) hour period.

Absenteeism - The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

Correspondence

The Contractor or his designee shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a 7-day period. Correspondence shall be on the Contractor's official stationery.

Certified Payroll Records

Upon request in writing by the Agency, the Contractor shall within five (5) working days furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all the Contractor's employees working under this contract during the payroll period. The State may request copies on any or all such payrolls during the life of this contract.

Basis and Method for Deductions for Unsatisfactory Daily Performance

If services are not in conformity or not performed with the requirements of the Contract, the Agency shall use the following guidelines in adjusting the contractor's invoice: Start up time not to exceed a one-week period.

First Occurrence – Verbal warning. Require the Contractor to immediately perform the services in accordance with the Contract.

Second Occurrence – Written Documentation notice from the agency to the contractor.

Third Occurrence – Written documentation and deduction of 1/60th of monthly invoice amount for each job incomplete or not in conformity.

Fourth Occurrence – Written Documentation and deduction of 1/30th of monthly invoice amount for each job incomplete or not in conformity.

Note: On all written notices, State Purchasing shall notify contractor of reported performance issue(s) submitted by agency. Contractor has seven (7) days, from the date of notice, to respond to the reported performance issue(s), in writing to State Purchasing. Contractor's failure to respond to agency's initial notice of deficiencies in performance, or failure to respond to State Purchasing notice of performance issues within the required number of days specified in each notice may constitute ground for contract termination.

The agency contact shall review invoices(s) and any reductions must be approved by State Purchasing prior to any withholdings of payment(s). Should the contractor's invoice not include any/all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The contractor shall be notified of the reduction(s) made with copies of documentation supporting those reductions. Agency will notify State Purchasing once a chronic or non-remedied issue is recognized. Agency shall submit to Purchasing written documentation of non-performance issues and any attempts made by agency or contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to State Purchasing.

Also, if the contractor received two (2) or more reductions, within any thirty (30) work day period or a total of fifteen (15) reductions during a twelve (12) month period, the contract may be automatically terminated for default.